

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Provisional Application of  
Thomas Musial

For: ILLUMINATED GOLF BALL

Serial No.: Unknown

Filed: On or About August 1, 1997

Attorney

Docket No.: 5104

)  
) Group Art Unit: Unknown  
)

) Examiner: Unknown  
)

) I hereby certify that this paper is being deposited with the United  
) States Postal Service as First Class Mail in an envelope addressed  
) to Assistant Commissioner for Patents, Washington, D.C. 20231,  
) on this date:

) 25-Jan-1999 [Signature]  
) Date Signature  
)

PETITION FOR ACCESS

Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

RECEIVED  
JAN 29 1999  
OFFICE OF PETITIONS  
DEPUTY A/C PATENTS

Your Petitioner, Chemical Light, Inc., hereby petitions for access to a provisional application allegedly filed by Thomas Musial on or about August 1, 1997.

On October 28, 1997 Thomas Musial executed an Assignment, copy attached hereto as Exhibit A, in which he assigned the entire right, title and interest in the invention of Illuminated Golf Ball and in the provisional application for the Illuminated Golf Ball, to Chemical Light, Inc., an Illinois corporation.

At the time Mr. Musial executed the Assignment, he alleged that he did not know the serial number that had been assigned to the provisional application or the exact filing date, in that the application was allegedly sent to the U.S. Patent and Trademark Office via United States Postal Service, First Class Mail on August 1, 1997.

Since the time of the Assignment, your Petitioner and the inventor have discontinued their association. Petitioner is, however, the assignee of record of a basic U.S. Patent application, U.S. Patent Application Serial No. 09/086,393, entitled Illuminated Golf Ball, which application was filed on May 28, 1998, (the '393 application). In the '393 application, an Assignment was filed in which the other inventor of the subject matter of the application signed his entire right, title and interest to Chemical Light, Inc. That Assignment was recorded in the U.S. Patent and Trademark Office on August 21, 1998 on reel 9399, at frame 0707. Petitioner now requests access to the

allegedly filed provisional application so that a claim for priority based upon the provisional application can be added to the '93 application.

In addition, a Petition Under 37 C.F.R. 1.47(a) to Make the Application on Behalf of One Inventor was filed on June 21, 1998, and was granted on September 24, 1998.

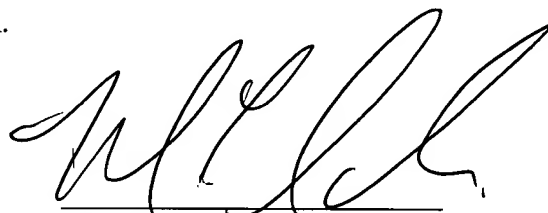
Should there be any questions regarding this Petition, the Assistant Commissioner is requested to contact Mitchell J. Weinstein of Welsh & Katz, Ltd., 120 South Riverside Plaza, Chicago, Illinois 60606, telephone (312) 655-1500.

Based upon the appended Assignment, your Petitioner respectfully requests access to the provisional application file in order to ascertain the provisional application serial number and filing date granted.

Petitioner, Chemical Light, Inc., Assignee of the entire right, title and interest in and to the above-identified application and invention hereby appoints Mitchell J. Weinstein, Reg. No. 37,963, of the law firm of Welsh & Katz, Ltd., Power of Attorney to conduct all business in the U.S. Patent and Trademark Office in connection herewith.

The undersigned, Michael L. Schrimmer, hereby declares that he is the President of the Petitioner, Chemical Light, Inc., and that he is authorized to execute this petition on behalf of Petitioner, he further declares that all statements made herein of his own knowledge are true, and that all statements made upon information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made, are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of any application associated herewith or any patent issuing thereon.

Date: 1-18-99

  
\_\_\_\_\_  
Michael L. Schrimmer,  
President of Chemical Light, Inc.

# ASSIGNMENT

Serial No. \_\_\_\_\_

Filed: \_\_\_\_\_

In consideration of One dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in ILLUMINATED GOLF BALL and in the provisional application for the ILLUMINATED GOLF BALL Patent of the United States therefor, executed by the undersigned on August 1, 1997 and in any application for Letters Patent or any continuation, reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned to the undersigned to Chemical Light, Inc., a corporation formed under the laws of Illinois, and the heirs, successors, legal representatives and assigns of Chemical Light (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For Said Considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths, affidavits or subsequent Assignments relating to said application or required for the filing or prosecution of any Letters Patent, divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee

may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments, and other papers and giving testimony. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in

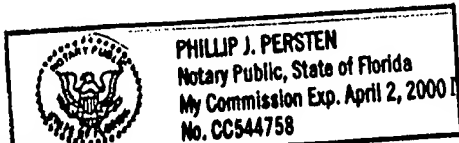
this Assignment the date and serial number thereof in the places provided therefor.

Thomas Musial  
Thomas Musial

Dawn Musial  
Dawn Musial

State of Florida )  
County of Broward ) ss.

On 28<sup>th</sup> DAY OCTOBER, 1997, Thomas Musial appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing assignment for the purposes and uses therein expressed.



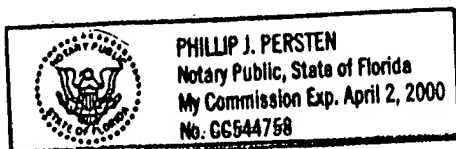
(SEAL)

Phillip J. Persten  
Notary Public

My commission expires: APRIL 02 2000

State of FLORIDA )  
County of Broward ) ss.

On 28<sup>th</sup> DAY OCTOBER, 1997, Dawn Musial appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that she freely and voluntarily subscribed and executed the foregoing assignment for the purposes and uses therein expressed.



(SEAL)

Phillip J. Persten  
Notary Public

My commission expires: APRIL 02 2000

*[Handwritten signature]*